

**Le Mars Community School  
District**

**COMPREHENSIVE  
MASTER  
CONTRACT**

**NEGOTIATED BETWEEN**

**THE LE MARS COMMUNITY EDUCATION ASSOCIATION**

**&**

**THE LE MARS COMMUNITY SCHOOL DISTRICT  
BOARD OF DIRECTORS**

**JULY 1, 2007 TO JUNE 30, 2008**

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LE MARS COMMUNITY EDUCATION  
RELATIONS BOARD

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## ARTICLE 1

### Preamble

The Board of Directors of the Le Mars Community School District, also known as the Board of Education, and the Le Mars Community Education Association recognize that the aim of the public schools is to provide a quality education program for children and youth of the Le Mars Community School District.

WHEREAS, the parties have agreed to negotiate in good faith, and,

WHEREAS, the parties have reached certain understandings, which they desire to confirm in this agreement, it is agreed as follows:

## ARTICLE 2

### Definitions

A. The term "Board" as used in this agreement shall mean the Board of Education of the Le Mars Community School District or its duly authorized representatives.

B. The term "employee" as used in this agreement shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

C. The term "Association " as used in this agreement shall mean the Le Mars Community Education Association or its duly authorized representatives or agents.

D. The term "School District" as used in this agreement shall mean the Le Mars Community School District.

## ARTICLE 3

### General Contract Provisions

#### A. SEPARABILITY

Should any article, section, or clause of this agreement be declared illegal in a final decision by a court having competent jurisdiction, then such article, section, or clause shall be deleted from the agreement to the extent it violates the law. The remaining articles, sections, and provisions shall remain in full force and effect.

#### B. NOTICES

Whenever any notice is required to be given by either of the parties to this agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. IF BY ASSOCIATION,  
to Board at 921 - 3rd Avenue S.W., Le Mars, Iowa.

2. IF BY BOARD  
to Association President's home address, which will be provided.

#### C. CONTRACT PRINTING

The District will provide up to 150 copies of the Master Contract for the LCEA at a cost to the LCEA of \$.05 per printed sheet.

## ARTICLE 4 Dues Deduction

### A. AUTHORIZATION

Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set forth in Schedule A.

### B. REGULAR DEDUCTION

Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10) of total dues from the regular salary check of the employee each month for ten (10) months beginning in September and ending in June of each school year.

### C. PRO-RATED DEDUCTION

Employees who begin dues deduction after September shall have the total dues pro-rated on the basis of the remaining months of employment through June.

### D. DURATION

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) days notice to the Board and to the Association or unless the employee terminates employment with the district. Notwithstanding any other provision of this Article, any such revocation or termination of employment shall fully release the Board from any and all obligations otherwise imposed by this Article.

### E. TRANSMISSION OF DUES

The Board shall transmit to the Association the total monthly deduction for professional dues with ten (10) contract days following each regular period and a listing of the employees for whom deduction was made. The Association will indemnify, defend and hold harmless the District for any loss arising out of the provisions of this article.

## ARTICLE 5 Other Payroll Deductions

Upon mutual approval by the Board and the Association and upon written authorization from the employee, other payroll deductions and appropriate remittances may be made for insurances provided under this contract and for annuities and savings bonds and credit union.

## ARTICLE 6 Grievance Procedure

### A. DEFINITIONS

#### 1. Grievance

A "grievance" shall mean only a claim that there has been a violation, misinterpretation, or a misapplication of a specific provision of this agreement.

#### 2. Grievant

A "grievant" is the employee or the Association making the complaint.

#### 3. Party in Interest

A "party in interest" is the grievant or any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the complaint.

### B. PURPOSE

The purpose of this procedure is to secure at the lowest possible level equitable solutions to grievances, which may arise affecting certified employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### C. GENERAL PROCEDURES

#### 1. Time Limits

The number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

The failure of a grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.

#### 2. Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of twenty (20) calendar days thereafter.

#### 3. Continuity of Instructional Program

It is agreed that any investigation or processing of any grievance by the grievant shall be conducted so as to result, insofar as possible, in no interference with or interruption of the instructional program of the grievant or of the teaching staff.

## D. PROCESSING GRIEVANCES

### 1. First Step

Within ten (10) contract days of the act or condition which gives rise to a grievance, the grievant shall request by written, signed, and dated notice, a meeting with his/her principal or immediate supervisor with the objective of resolving the matter. The parties shall meet to discuss the grievance informally within five (5) contract days thereafter. The grievant may request that all individuals involved in making the decision which gave rise to the filing of the grievance be present at this conference. Schedule B shall be used for filing this report.

The principal or immediate supervisor shall make a decision on the grievance, enter such decision on the Grievance Report form, and communicate such decision in writing to the grievant and Superintendent within five (5) contract days after the conference is held.

### 2. Second Step

In the event a grievance has not been satisfactorily resolved at the First Step, the grievant shall file, within seven (7) contract days of the principal's written decision at the First Step, a copy of the grievance with the Superintendent. Within three (3) contract days after such written grievance is filed, the grievant and the Superintendent (or his designee) shall meet to resolve the grievance. The Superintendent (or his designee) shall file an answer within two (2) contract days of the Second Step grievance meeting and communicate it in writing to the grievant and the principal.

### 3. Third Step

If the grievance is not resolved satisfactorily at the Second Step, the matter may be submitted to arbitration. In order to submit a grievance to arbitration the Association, on behalf of the grievant, must file a written request therefore with the Superintendent within ten (10) contract days after the receipt of the answer to the Second Step. Each grievance submitted to arbitration shall be heard individually, as it arises, by a single arbitrator selected by the parties.

The parties shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within five (5) days after such request for arbitration, a written request for a list of arbitrators shall be made to the PERB by either party. The list shall consist of three (3) arbitrators, each of whom has been determined by the PERB to be available for a hearing on the matter within thirty (30) days after his/her appointment, and the parties shall determine by lot which party shall be required to move the first name from the list. The party required to remove the first name shall do so within two (2) contract days, and the other party shall have one (1) additional contract day to remove one of the two remaining names. The person whose name remains shall be the arbitrator.

The arbitrator so selected shall confer with the representatives of the parties and hold hearings promptly, and he/she shall issue his decision not later than fifteen (15) contract days from the date of the close of the hearings; or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions other than one, which interprets the meaning of this contract. The decision of the arbitrator shall be final and binding on the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room, shall be borne equally by the parties. Any other expenses, including costs relating to witnesses, and costs of compiling and reproducing documents, shall be paid by the party incurring it.

#### E. EXCLUSIVE GRIEVANCE PROCEDURE

A grievance shall be presented on the Grievance Report Form attached hereto. If any employee files any claim or complaint in any forum other than under the grievance procedure of this agreement then the following preclusion rules shall apply:

1. Any issue actually presented by the teacher or Association in such forum or necessarily merged in the final decision achieved in said forum may not be presented again under the grievance procedure of this contract.
2. Any issue other than in 1 above may be preserved for presentation in a grievance proceeding.
3. Issues to be preserved for later presentation in a grievance proceeding shall be presented in accordance with D-1 of this article. The 10-day deadline in D-1, however, shall, in such a case, start to run on the day the decision in the non-grievance forum becomes final.

#### F. SEPARATE GRIEVANCE FILE

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

## ARTICLE 7

### Employee Work Year and Holidays

The regular contract work-year for employees shall not exceed one hundred ninety-two (192) days, of which one hundred eighty (180) days shall be teaching work-days, five (5) days shall be non-teaching work-days and seven (7) days shall be paid holidays. These holidays are:

First Monday in September  
Fourth Thursday in November  
December 25  
January 1  
Third Monday in February  
March 21  
Last Monday in May

## ARTICLE 8

### Employee Hours

#### A. LENGTH OF THE DAY

The total in-school work day consist of eight (8) hours which shall include a daily duty-free lunch period of at least (30) minutes, with the exception of days immediately preceding holidays, vacation periods, on Fridays, and days of evening parent-teacher conferences when employees may end their in-school work day fifteen (15) minutes earlier than usual.

#### B. LEAVING THE BUILDING

Employees may leave the building without requesting permission during their duty free lunch periods and may leave the building with permission for school business during their preparation time. Also see Personal Leave 5 h.

#### C. ARRIVAL AND DISMISSAL TIME

Normally employees shall be required to begin their in-school workday at 8:00 A.M. and shall be permitted to end their in-school workday at 4:00 P.M. with the exceptions noted in A. above. However, employees hired with service to begin for school year 1995-96, may be required to begin their day one hour earlier or one hour later and end their day accordingly, as determined by their individually-assigned teaching responsibilities, during their first four (4) years of service. Employees who began their service prior to 1995-96 may be requested to voluntarily work the one-hour early or one-hour late schedule noted above.

It is recognized that the total school program of each school includes such events as plays, athletics, music programs, open houses, parent-teacher conferences and programs, faculty meetings, and all other similar type school functions and programs.



## D. SPECIAL SCHOOL IMPROVEMENT STAFF DEVELOPMENT HOURS

For the 2007-2008 school year, the Board may implement the equivalent of two (2) normal workdays (15 hours) for staff development activities pertaining to school improvement goals, objectives, and activities. The days, if implemented, will consist of one-hour sessions to be scheduled outside of the normal 8:00 a.m. to 4:00 p.m. workday. Teacher attendance at these sessions is required, and teachers will be paid per diem salary for their participation. Master Contract leave provisions will not apply to these sessions. Teachers will receive payments in two installments with the first to be paid January 15, 2008 and the second to be paid June 15, 2008.

## ARTICLE 9 WAGES

### A. SALARY SCHEDULE AND FIBER OPTICS NETWORK

The salary of regular full time employees covered by this agreement is set forth in the Schedule C attached hereto and made part of this agreement.

The salary of regular part time employees shall be at a ratio proportionate to their part time service.

Any eligible employee teaching on the Fiber Optics Network shall receive a stipend of \$400.00 per class, per semester for said teaching. This \$400.00 stipend shall be in addition to any other salary to which the employee is otherwise entitled.

### B. PLACEMENT ON SALARY SCHEDULE

#### 1. Requirements for Vertical Advancement

Any certified employee who has one hundred twenty (120) days or more of actual teaching experience in a given school year shall be given credit for one (1) year of service toward the next increment step for the following year. Any certified employee who has less than one hundred twenty (120) but more than seventy (70) days of actual teaching experience in a given school year shall be given credit for one-half (1/2) year of service toward the next increment for the following year. No credit shall be given for less than seventy (70) days actual teaching experience or for day-by-day work as a substitute teacher. In determining the proper vertical step upon which a certified employee shall be placed, one-half (1/2) year of service shall be disregarded unless a teacher has two (2) such half-years in which case he/she shall be given credit for a full year of service.

#### 2. Credit for Experience

Upon initial employment, credit up to and including the sixth (6th) step of the appropriate salary schedule may be given for previous outside teaching experience in a duly accredited school providing such experience has been in the last ten (10) years, and provided further that such experience contributes to the performance of the employee's duties with the District. The determination of whether such experience contributes to the performance of the employee's duties with the district shall be the sole and exclusive prerogative of the Board. The Board in its discretion may grant further credits for additional years of such experience.

### C. NATIONAL BOARD CERTIFICATION

National Board Certification (NBC) is a certification program designed and administered by the National Board for Professional Teaching Standards. NBC requires candidates to demonstrate their teaching knowledge and practices as measured against very high and rigorous standards. Certification is issued for ten (10) year periods of time. Effective with the 2001-2002 school year, the district will pay an annual stipend of \$1,500 in addition to all other salary to any full-time teacher who attains NBC status, and will continue to pay the stipend each year that the teacher remains a district employed teacher in good standing with NBC status. Part-time eligible teachers will receive a proportional stipend.

### D. ADVANCEMENT ON SALARY SCHEDULE

#### 1. Increments

Employees shall be granted one increment or vertical step on the salary schedule for each year of satisfactory service until the maximum for their educational classification is reached. The Board has the prerogative of withholding any increments in the salary scale for any employee for just cause.

#### 2. Educational Lanes

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall be placed on the step corresponding in the former educational lane and shall not be entitled to advance more than one vertical step in a school year.

In order to change classification on the salary schedule, all teachers must file a request for such change (see Schedule F) in the Superintendent's Office on or before the first Friday in May. Each teacher filing such a request shall be notified in writing of the result of Board action on his/her request. If such request is granted, the teacher shall file an official transcript of credits no later than October 1 of the year for which he/she seeks a classification change. All credits will be subject to review by the Superintendent before presentation to the Board for its acceptance. The board shall determine which college courses shall qualify as credit hours for advancement from one lane to another.

The following criteria shall be used to determine acceptability of credit:

1. B.A. Plus - All credits for this area must be earned following the B.A. degree, and relate to the teaching field. Each credit earned, if to count toward a classification change, cannot be a repeat course with a new number. A credit is equivalent to one semester hour of college work.
2. M.A. Plus - All credits must be graduate credits earned following the M.A. degree and related to the current teaching assignment. A credit is equivalent to one semester hour of college work.
3. All credits must have been earned in the eight-year period immediately prior to the year in which horizontal advancement is sought. This provision shall apply immediately to all teachers new to the School District and shall apply effective with the 1991-1992 school year for all teachers employed by the School District during the 1988-89 school year.

## E. METHOD OF PAYMENT

### 1. Pay Periods

Each employee shall be paid twelve (12) equal installments on the fifteenth (15th) of each month. Each employee, at his/her option may receive his/her check in one of the three following ways: 1) receive his/her check at his/her regular building; 2) have his/her check mailed to the employee at the address designated by the employee; 3) direct deposit.

### 2. Exception

When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.

### 3. Summer Checks

Employees, other than regular summer school teachers, shall receive their summer checks in the following manner:

Checks shall be mailed or direct deposited to the place and/or address designated by the employee on the fifteenth (15) of each month.

## F. EXTENDED CONTRACT

The salary schedule is based upon the regular school calendar as established by the Board. Any employee whose full time assignment exceeds the regular employee work year shall be additionally compensated at the per diem rate of his/her regular contract. It is understood that full time assignments do not include summer work paid on an hourly basis such as curriculum work, Camp Quest, and conservation work (ICC).

## G. TEACHER COMPENSATION LAW AND MENTORING

If the district does not receive state funding for "Teacher Compensation Salaries" and/or for "Beginning Teacher Mentoring", the district will not be obligated to continue said programs or to pay any salaries or stipends that normally would have been paid under these programs. Upon final determination of the status of these programs for 2007-08, if necessary the district will negotiate and/or confer with the Association with respect to all areas determined to be mandatory subjects of bargaining and/or specifically within state law or rule.

## ARTICLE 10 Insurance

### A. TYPES

#### 1. Health, Accident, and Major Medical Insurance and Dental Insurance

The Board agrees to pay not more than and \$780.00 per month for 2007-08 per employee toward health, accident, and major medical insurance and dental insurance for all covered employees. Specifications of the insurance will be jointly established by the Association and the Board. The insurance carrier shall be selected by the Board.

The insurance provided shall be a comprehensive plan of insurance which provides for 80%/20% coinsurance and a deductible. For those utilizing a PPO, the coinsurance is 90%/10%.

The deductible and coinsurance provisions shall be as follows:

#### Deductible

The first \$200/500 of covered expenses for single coverage.

The first \$400/1,000 of covered expenses for family coverage.

#### Coinsurance

20% of all remaining covered expenses for single up to \$5,000.

20% of all remaining covered expenses for family up to \$10,000.

The difference between \$780.00 and the cost of the employee premium for health, accident and major medical insurance and dental insurance may be: 1) applied toward dependent health, accident, and major medical insurance; 2) taken in cash; or 3) applied toward an annuity.

All employees will be required to purchase the single employee coverage for health, accident, major medical, and dental insurance, with the exception of: married couples who are both employed by the District and are both under the Master Contract, where one must purchase the single coverage and the other spouse is covered by the family policy.

#### 2. Life Insurance

Each employee, his/her spouse and dependents, shall be covered under a group term life insurance program with premiums paid by the Board. Said program shall provide a minimum death benefit as follows: (a) for the employee - fifty thousand dollars (\$50,000.00), and accidental death and dismemberment in the principal sum of fifty thousand dollars (\$50,000.00), (b) for the spouse - ten thousand dollars (\$10,000.00), and (c) for each dependent child - five thousand dollars (\$5,000.00). The insurance carrier shall be selected by the Board.

### 3. Regular Part Time Employee Coverage

For regular part time employees, the payments made by the Board for health, accident, major medical and life insurance programs shall be a ratio proportionate to their part time service with the remainder of any such payment to be at the expense of the regular part time employee and made through payroll deduction pursuant to Article 5 herein; provided, however, that the Board's insurance obligations to a part time employee shall be limited to the coverage permitted or specified by the carrier.

### 4. Disability

a. Each employee shall be covered by a long-term disability insurance program paid for by the Board. The monthly income benefit will be sixty per cent (60%) of the employee's covered compensation to a maximum benefit of two thousand five hundred dollars (\$2,500.00) less any payments for that month which the employee and his/her dependents are eligible under the Federal Social Security Act. Benefits will begin on the latter of three consecutive months or the expiration of accumulated sick leave and continue to age sixty-five (65).

## B. COVERAGE

Employees shall be covered as stated below subject to any limitations and specifications in effect or which may be established by the carrier including timely application. Employees who elect not to participate in an insurance program must meet all requirements established by the carrier in the event that they subsequently elect to participate.

### 1. New Employees

Unless otherwise stated, coverage shall begin on the first day of the month after the employee's first day of actual service

### 2. Continuing Employees

Unless otherwise stated, coverage shall be for a period of twelve consecutive months beginning July 1 and ending June 30 each year governed by this contract.

### 3. Departing Employees

#### (a) Full contract work year--

Coverage for employees whose service ends on the last day of the regular contract work year shall end on June 30. However, coverage will be continued for the full months of July and August if the employee elects to have his/her remaining salary paid in installments ending on or about August 15.

(b) Partial contract work year--

Coverage for employees whose service terminates before the last day of the regular contract work year will end on the last day of the last month service was performed.

C. DESCRIPTION OF INSURANCE

The Board will use its best efforts to see that the insurance carrier will provide for each employee a brochure of the group insurance certificate within two (2) months after each change in policy benefits; and for new employees within two (2) weeks after commencement of coverage.

D. CONTINUATION OF COVERAGE

The Board shall provide continuation coverage to employees in accordance with federal and state law. Employees who elect to continue or convert their insurance coverage shall pay the premiums themselves.

ARTICLE 11  
Supplemental Pay

A. EXTRACURRICULAR RESPONSIBILITIES OTHER THAN  
COACHING OF INTERSCHOLASTIC ATHLETIC ACTIVITIES

Initial employee participation in extracurricular responsibilities (other than coaching of interscholastic athletic activities), which extend beyond the regularly scheduled in-school day shall be voluntary, but discontinuation of employee participation in such activities shall be subject to Board approval.

B. COACHING OF INTERSCHOLASTIC ATHLETIC ACTIVITIES

1. Resigning Employees

The Board may require an employee who has resigned from an extracurricular contract for coaching of interscholastic athletic activities to accept, as a condition of employment under Chapter 279.13, such extracurricular contract if the Board has made a good faith effort to fill the position with a qualified replacement. In determining whether a candidate for replacement is qualified the Board may consider the following factors: ability, Department of Education certification and endorsements, training, experience, seniority, and program quality and continuity.

## 2. Initial Participation

As a condition of employment under Chapter 279.13, the Board may require an employee who has been issued a teaching contract pursuant to Chapter 279.13 to accept an extracurricular contract for coaching of interscholastic athletic activities for which the employee is endorsed.

The Board shall not require any continuing employee not endorsed, to become endorsed for such activity.

The Board may require as a condition of employment that an applicant for a teaching contract under Chapter 279.13 accept an extracurricular contract and/or become endorsed for coaching of interscholastic athletic activities.

## C. RATES OF PAY

Employees participating in extracurricular activities shall be compensated according to Schedule D attached hereto and made part hereof.

## D. EXPENSES OF TRAVELING EMPLOYEES

1. Teachers who are assigned to more than one building during a school day shall be reimbursed for the use of a personal automobile for inter-school travel in the performance of their assigned classroom duties. Nurses who are assigned to more than one building during a school day shall be reimbursed for use of a personal automobile for inter-school travel in the performance of their assigned nursing duties.

Certificated employees who are required to use their personal automobile for travel on school business which is required and approved by the Superintendent (or his designee) shall be reimbursed for such use.

2. All other travel outside the School District which is required by the School District and approved by the Superintendent (or his designee) shall be in a school car, if available. In the event such a car is not available, the employee shall be reimbursed for the use of his/her own car.

3. The rate of reimbursement for all authorized travel under this section shall be \$.30 per mile.

## ARTICLE 12 Sick Leave

### A. ACCUMULATIVE BENEFITS

As of the beginning of the school year, all employees shall be entitled to:

- 10 sick leave days the first year
- 11 sick leave days the second year
- 12 sick leave days the third year
- 13 sick leave days the fourth year
- 14 sick leave days the fifth year
- 15 sick leave days the sixth year and subsequent years

as of the first official day of said school year, even though they are unable to report for duty on that day due to physical illness. New employees are entitled to leave as set forth above except that there shall be no sick leave benefits until such new employee has completed his/her assignment for the first official day of said school year. Said leave is to be with pay. Unused sick leave days shall be accumulated from year to year with a maximum of one hundred fifteen (115) days. Present employees shall retain all previously accumulated and credited sick leave. Sick leave may be used in one-half (1/2) day increments.

### B. NOTIFICATION OF ACCUMULATION

Employees may request a copy of a written accounting of accumulated sick leave no later than October 1 of each school year.

### C. EXTENDED LEAVE

An employee who is unable to work because of medically related disability and who has exhausted all sick leave available may be granted a leave of absence by the Board without pay for the remainder of the school year during which his/her accrued sick leave is exhausted.

To the extent permitted by the insurance carriers involved, employees on extended leave shall have the option of continuing any or all of the insurance coverage's enumerated herein by paying the premium themselves.

### D. JOB-RELATED INJURY

Absence due to injury, which is compensable under the Iowa Worker's Compensation Law, shall relieve the Board of payment of salary as sick leave and shall not be charged to the employee's accrued sick leave benefits. During a period equal to the accumulative sick leave benefits available at the time of the injury, the Board will pay to such injured employee the difference between his/her regular contract salary and the Worker's Compensation payments.

### E. PROOF OF ILLNESS

The Board may require an employee to furnish a doctor's statement to substantiate illness or disability for which sick leave benefits are requested.



## F. PRE-DETERMINED TEMPORARY DISABILITY

Sick leave benefits for pre-determined temporary disability leave shall be granted for the period of medical confinement (as hereinafter defined) occurring during the time of regular contract work period pursuant to the following provisions:

1. Except as hereafter modified, all policies, rules and regulations, applicable to employees who are granted sick leave shall be applicable to employees applying for pre-determined temporary disability leave. Sick leave benefits for pre-determined temporary disability leave, to the extent of an employee's accumulated earned sick leave, shall be paid only during the time of medical confinement which shall be the time medically indicated for termination and recommencement of duties as provided in Paragraph (2) hereof.
2. An employee shall notify the Superintendent or Superintendent's designee as soon as the necessity for taking sick leave becomes known to the employee.
3. Following a pre-determined temporary disability leave the employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform his/her normal teaching duties and the date that such incapacity terminated. Sick leave benefits, to the extent of accumulated sick leaves earned, shall be paid only for such period of incapacity.

The determination, whether the employee is capable of returning to work following the pre-determined temporary disability, and whether his/her health and work efficiency will be adversely affected, shall be made in consultation with the employee, his/her principal (or supervisor), the Superintendent, and the employee's physician, and may also be in consultation with a physician of the School District's own choosing.

## G. TRANSFER OF SICK LEAVE

As of the 1980-81 school year, whenever the Board hires an employee who has unused accumulation of sick leave days from his/her last employment school district, the Board may grant said employee additional sick leave credit up to fifty (50) days.

## H. SICK LEAVE BANK

### 1. ESTABLISHMENT

A sick leave bank will be established for the use of employees who choose to participate. Use of sick leave bank days will commence on the first day after the exhaustion of personal sick leave and will continue for up to the date LTD begins or until an employee has received their physicians' approval to return to work or the exhaustion of the bank. The bank year will be the contract year.

## 2. ELIGIBILITY

In order to be eligible to participate in the benefits of the sick leave bank, employees must: (a) meet the accumulation requirement set out in Paragraph 3, (b) contribute a minimum of three (3) and a maximum of (5) days to the bank, and (c) enroll in the bank not later than September 15.

## 3. ACCUMULATION REQUIREMENT

(a) Employees who have thirty (30) days of accumulated sick leave at the beginning of the school year may apply for benefits of up to twenty-five (25) days.

(b) Employees who have less than thirty (30) days of accumulated sick leave at the beginning of the school year may apply for benefits as outlined in the chart below:

Year in which employee does not meet the 30 days accumulation requirement	Number of Sick Leave Bank Days Available
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1 <sup>st</sup> year	10 days
2 <sup>nd</sup> year	11 days
3 <sup>rd</sup> and subsequent years	12 days

## 4. USAGE

After September 15, the total number of sick leave days in the sick leave bank and the total number of eligible employees will be calculated and the amounts reported to the Association. If at the end of the bank year there are sick leave days remaining in the bank and there are eligible employees whose illness or injury extended beyond the applicable limitation set out above, then the remaining days shall be divided among the employees in proportion to their number of uncompensated sick leave days. This distribution of unused sick leave bank days shall not be available to or include employees in their 1st, 2nd, or 3rd year of employment unless they had accumulated thirty (30) days of sick leave at the beginning of the school year and it is not available to employees who do not meet the accumulation requirement following qualification.

There shall be no carryover of sick leave bank days from one year to the next.

Employees who contribute sick leave days to the sick leave bank and who do not use the benefits of the sick leave bank shall not have those days, which they contributed, restored to them at the end of the year.

Should an employee utilize all accumulated sick leave days, including days provided to the employee through the sick leave bank, the Association may at its' discretion request that the employee be granted additional days from the sick leave bank, with the number of days to be determined by the Association. The Association shall make this request in writing to the superintendent of schools. The decision of the superintendent is final and not subject to the grievance procedure.

## ARTICLE 13 Leaves of Absence

### A. TEMPORARY LEAVES

As of the beginning of the 1980-81 school year employees shall be entitled to the following temporary non-accumulative leaves of absence (with full pay, except as hereinafter provided) each school year:

#### 1. Jury Duty and Court Appearance

Any employee who is subpoenaed for jury duty during school hours by any person or party and any employee who is subpoenaed by any person or party to appear in any Court proceedings shall be provided leave for such duty and appearances.

The School District shall pay the employee the difference between the fees or remuneration granted by the Court or subpoenaing party and the regular School District pay.

#### 2. Bereavement Leave

A leave of not more than five (5) days per occurrence shall be granted in the event of a death of the employee's spouse, child or parent.

A leave of not more than four (4) days per occurrence shall be granted in the event of a death of the employee's son-in-law, daughter-in-law, grandparent, grandparent of the employee's spouse, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and grandchild together with other individuals who may be living in the household of the teacher, parents of the teacher, or the teacher's spouse.

A leave of not more than two (2) days per occurrence shall be granted in the event of the death of any of the following individuals who are not living in the household of the teacher: an aunt, uncle, nephew, or niece of the employee or the employee's spouse.

A leave of not more than one (1) day per occurrence shall be granted in the event of the death of an employee's first cousin. A leave of not more than one (1) day per contract year shall be granted in the event of the death of an employee's friend. The cost to the District of securing a substitute teacher for friend leave shall be deducted from the employee's salary.

#### 3. Professional Leave

Employees may be allowed to attend professional meetings and visit schools if approved in advance by the Superintendent or his designated representative. Up to 30 other than Phase III days shall be granted at not more than two (2) days for any individual. However, any individual using more than one (1) day during a contract year shall not be eligible for any days during the next contract year. Professional leave days shall be granted on a first come – first served basis. Additional days beyond 30 may be granted at the discretion of the Superintendent or his designated representative. For purposes of this section, professional meetings are defined as meetings, which are held for primary purposes of improving instruction. Teachers granted leave will be reimbursed for actual costs of registration, travel, meals and lodging up to a maximum of \$100.00 per day. Denial of requested leave shall not be subject to grievance provisions and procedures.

#### 4. Extracurricular Coach/Sponsor Leave

Head coaches and head activity sponsors and a varsity assistant where applicable may be granted a maximum of one (1) day paid leave per contract year to attend a state sponsored competition pertaining to their assignment but in which their students are not participating.

#### 5. Personal Leave

Each regular full time employee shall be granted two (2) days of paid personal leave which may be used for any purpose at the discretion of the employee, subject to the following:

a. No leave shall be granted for the day immediately preceding or the day immediately following any other leave period, any holiday, or vacation period, nor shall any leave be granted during the first or last week of the school year, except in case of an emergency or in the event of unusual circumstances as determined by the Superintendent. The Superintendent's determination of what constitutes an emergency or whether unusual circumstances exist shall not be subject to the grievance procedure.

b. Leave shall be by written request to the employee's principal made at least seven (7) days in advance of the date of the intended absence. It is further provided, however, that fewer than seven (7) days' notice may be given when an employee demonstrates, by evidence satisfactory to the Superintendent (or his designee), that an emergency prevented the giving of seven (7) days' notice and that the notice actually given was as far in advance of the date of the intended absence as permitted by the emergency.

c. The Superintendent (or his designee) shall have discretion to grant only those requests for which adequate substitutes may be obtained.

d. One of the two (2) available days may be used with no substitute teacher cost deduction from the employee. Leave used beyond the one day will be subject to deduction for substitute teacher costs.

e. Leave hereunder may be used in increments of ½ day.

f. Leave shall not be allowed during any form of work stoppage.

g. Leave shall be non-accumulative.

h. Employees may occasionally be granted leave after 3:30 for necessary appointments or other necessary activities. Leave granted shall be at the sole discretion of the principal, and shall normally be granted unless the principal determines that to do so would interfere with the educational program. Denial of leave under this provision shall not be subject to the grievance procedures contained in this contract.

The provisions of sub-paragraphs a-c above, however, shall not apply when an employee demonstrates, by evidence satisfactory to the Superintendent or his designee, that the leave taken or to be taken is for a medical or dental appointment which could not be scheduled so as to permit compliance with said provisions.

## 6. Association Leave

Up to five (5) days shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state and national affiliated organizations. Up to four (4) days shall be available to representatives of the Association to attend arbitration proceedings involving an employee of the School District. The Association will assume the cost of the substitute's pay.

## 7. Unpaid Leave

Each employee shall be granted one (1) day of unpaid personal leave which may be used for any purpose at the discretion of the employee. An employee planning to use an unpaid personal leave day shall notify his/her principal in writing at least three (3) days in advance, except in cases of emergency. In the event of an emergency, which prohibits prior notification, notification may be made by telephone or in person. The employee shall not be required to explain the reasons for the use of an unpaid personal leave day.

No unpaid personal leaves shall be granted for the last working day of the school year nor shall any unpaid personal leave be allowed or recognized during any form of work stoppage.

Other absences without pay may be authorized by the Superintendent or his designated representative for purposes, which he considers urgent and/or necessary. For such absences, deductions from the employee's salary will be made monthly in accordance with the School District's pay deduction regulations.

## 8. Family Illness Leave

Each employee shall be granted paid leave up to a maximum of four (4) days per contract year to be used for the hospitalization, including outpatient surgery and testing, pre and post surgery consultation and elderly care consultation of the employee's spouse, parent, child, mother-in-law, father-in-law, son-in-law, daughter-in-law or grandchild. This leave will be charged to the employee's accumulated sick leave and may be used in one-half (1/2) day increments. The District may require proof of hospitalization.

## 9. Dependent Illness Leave

Each employee shall be granted paid leave of three (3) days per contract year to be used for the illness of a child of the employee who is sixteen years of age or under and whose illness requires the employee's attention. This leave will be charged to the employee's accumulated sick leave and may be used in one-half (1/2) day increments.

## 10. Catastrophic Illness/Injury Leave

In the event of a catastrophic illness or injury to an employee's spouse or dependent child that requires long term treatment with the presence of the employee at the place of treatment, the superintendent may at his or her sole discretion grant paid leave beyond that which is available through other contract leave provisions. All other appropriate and available paid leave, including personal leave, must have been used before this leave provision could apply. Denial of all or any portion of leave requested under this provision shall not be subject to grievance.

## 11. Medical and Dental Appointments

Employees may use sick leave for medical and dental appointments provided the employee leaves after 3:30 p.m., a paid substitute is not necessary and the employee obtains his/her own substitute. One-half day of sick leave will be charged for the use of sick leave for medical or dental appointments. Also see Personal Leave 5 h.

## 12. FMLA Leave

The provisions of the Family and Medical Leave Act are incorporated into this agreement by this reference. This inclusion shall not be interpreted to reduce or adversely impact any other leave provision of this Agreement.

## B. EXTENDED LEAVE

### 1. Public Office

A leave of absence without pay for not more than four (4) consecutive semesters may be granted to an employee by the Board for the purpose of campaigning for, or serving in, an elective governmental office. A leave for public office must be used during consecutive semesters.

### 2. Family Illness

A leave of absence without pay may be granted to an employee by the Board for the purpose of caring for a sick or injured member of the employee's immediate family for the remainder of the school year in which the sickness or injury occurs. For purpose of this provision, the immediate family is defined to mean the father, mother, spouse, or child of the employee.

### 3. Adoption Leave

Employees shall be eligible for a maximum of ten (10) days paid leave per contract year to be used in the event of the employee's legal adoption of a child(ren) 0 to 5 years old. This leave shall not be available for stepchild adoptions. In the event that both adoptive parents are employees under this contract, the ten (10) days may be shared by the parents but only a total of ten (10) days shall be available to be shared.

Any employee utilizing Adoption Leave must do so within twenty (20) calendar days of placement of the child(ren) in the employee's care, to include pre-placement custody if applicable.

Adoption Leave used will be charged to the employee's sick leave entitlement, and may be used in one-half (1/2) day increments. Utilization of sick leave days for the purposes of adoption shall not result in any improvement of an employee's status with respect to any or all Sick Leave Bank eligibility or entitlement.

### 4. Miscellaneous

Other extended leaves of absence without pay may be granted by the Board.

## 5. Conditions

Upon return from an extended leave, an employee shall be placed in the same position on the salary schedule that he/she occupied upon beginning the leave. An employee on an extended leave shall suffer no loss of nor accrue any sick leave benefits during said leave.

An employee whose individual employment contract includes extracurricular duties compensated under Schedule D-1 of this agreement and who has been granted an extended leave of absence may be required upon return to fulfill the same extra-curricular duties as he/she performed

upon beginning the leave, but the Board shall neither be required to make said duties available to the employee nor to compensate him/her as provided in the employee's individual contract unless the Board requires him/her to perform such duties.

To the extent permitted by the insurance carriers involved, but limited to the period provided by federal or state law, employees on extended leave shall have the option of continuing any or all of the insurance coverage's enumerated herein by paying the premium themselves.

No decision of the Board under Section B of this Article shall be subject to the grievance procedure set out herein.

### C. SABBATICAL LEAVE

The Board shall grant an employee a sabbatical leave for study (including study in another area of specialization) or for other reasons of value to the employees.

Conditions:

1. The employee must have at least seven (7) full years of service in this District.
2. The District will not provide any salary.
3. The employee will be able to maintain all insurances at the employee's expense.
4. Only 2% of the eligible faculty may take a sabbatical in any one school year.
5. The employee must give the District at least one (1) year of service after returning from the sabbatical.
6. Upon return from an extended leave, an employee shall be placed in the same position on the salary schedule that he/she occupied upon beginning the leave. An employee on an extended leave shall suffer no loss of nor accrue any sick leave benefits during said leave.

## ARTICLE 14 Evaluation Procedure

### A. ORIENTATION

Within the first two weeks of the beginning of each school year, the building principal or appropriate supervisor shall conduct a meeting which all employees under his/her supervision shall be required to attend and shall acquaint said employees with the formal evaluation procedure, standards, and instruments used, and advise each employee as to the designated person or persons who will observe and evaluate his/her performance. Employees assigned to more than one building will be evaluated only by the supervisor or by the principal of one building and will be notified. No formal evaluation shall take place until such orientation has been completed.

Each employee shall be informed of a formal observation of his/her performance required by this contract prior to the observation.

### B. REQUIRED OBSERVATIONS

A new employee who is a Tier I or Tier II career teacher will have a summative evaluation once each year for the first two (2) years. A continuing employee Tier II career teacher will have a summative evaluation at least once every three (3) years. Each summative evaluation will be preceded by a minimum of three (3) formative observations.

### C. FORMAL EVALUATION PROCEDURE

The designated building principal and/or appropriate supervisor shall evaluate each employee formally in writing.

#### 1. Process

##### a. Pre-Observation Conference

Before each announced formative observation is made, a notification will be given and a conference held to discuss the lesson to be observed.

##### b. Observation

During an observation supervisory personnel will look for areas to reinforce as well as areas for growth.

##### c. Post-Observation Conference

Within five (5) contract days after an announced formative observation, a feedback meeting with the teacher observed will be held. The primary purpose of the meeting is to reinforce and provide specific feedback to help the teacher grow.

##### d. Summative Written Evaluation Report

(1). New Employees - A summative evaluation report, supported by three (3) formative observations, will be written annually for the first two (2) years of employment. A summative evaluation report will be provided within 20 contract days following the last formative evaluation.



- (2). Continuing Employees – A Summative Evaluation. The building principal will assign the individual teacher to a summative evaluation no less than once every three (3) years and more often if the principal deems it necessary. A minimum of three (3) announced formative observations will be made to support the summative evaluation.

The evaluation criteria may be changed by a committee of employees and administrators. The instrument used is in the Teacher Performance Evaluation Handbook.

## 2. Conference and copy

A conference will be held within five (5) contract days after the employee has been notified that a summative evaluation is being written. A copy of the evaluation shall be made available to the employee within 20 contract days of the last formative evaluation. The employee shall then immediately sign and return the evaluation to his/her building principal or supervisor. A copy of the evaluation signed by both parties shall then immediately be returned to the employee. The employee's signature does not necessarily mean agreement with the evaluation, but rather an awareness of its contents. This signed evaluation will be submitted to the superintendent and placed in the employee's personnel file by May 15th.

## 3. Responses

If the employee feels his/her formal written evaluation is incomplete, inaccurate, or unjust, he/she may within ten (10) contract days from the date of the date of the employee's signature put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The file copy of such objections shall be signed by both parties to indicate an awareness of its contents.

## 4. Grievance

Tier I – Grievance is not applicable for Tier I as pursuant to Iowa Code.

Tier II - The evaluation and ratings are not subject to the Grievance Procedure (Article 6) unless the summative evaluation holds employee on step or calls for termination .

The grievance procedure time line will commence upon written notification of the intent that the employee be terminated or held on step. Members of the advisory panel (remediation team) shall not be permitted to provide evidence or information relating to the activities as a panel member.

## D. AWARENESS PHASE

The administrator/evaluator identifies a problem relating to a teaching standard. A collaborative plan will be developed to address the area(s) of concern(s). The awareness is designed to be a short-term process lasting no more than 90 calendar days and no less than 30 calendar days. If time does not permit the teacher may begin the following school year in this phase. The evaluator may choose to bypass the awareness phase and move directly to the Tier III intensive assistance plan.

## E. EVALUATION PROCEDURES WHEN TIER III INTENSIVE ASSISTANCE IS A CONSIDERATION

### 1. Definitions

#### a. Tier III Intensive Assistance

For the purposes of this article, intensive assistance is defined as an identified area of concern and does not necessarily mean that a teacher will be held on step or dismissed. The intensive assistance plan identifies standard/s that has/have not been met.

#### b. Tier III Intensive Assistance Team

An intensive assistance team may be organized to help plan develop and carry out the plan.

Members of the team will be mutually selected by the teacher and the principal. These members will be selected from volunteers and may include a principal/supervisor not directly involved in the supervision.

The team will be an advisory panel to the employee, but will not be a part of the evaluation process.

### 2. Written Notification

The employee shall be informed in writing by the Principal and/or appropriate supervisor that intensive assistance procedures will be initiated.

### 3. Initial Conference(s)

Within ten (10) contract days of such notification, the building principal or appropriate supervisor shall hold a conference(s) with the employee in order to:

- a. specify the performance areas for which improvement shall be required;
- b. establish the minimum documentation that will be used to determine the employee's performance in the areas where improvement is required;
- c. may establish an intensive plan to assist the employee in improving his/her performance;

### 4. Observation and Evaluation of the Intensive Assistance Plan

The Administrative supervisor shall provide the employee with written observation on the employee's performance in areas where improvement is required.

### 5. Other

The reports placed in files will follow same procedures now in Master contract.

## E. PERSONNEL FILE

### 1. Review

Each employee shall have the right at any reasonable time to review the contents of his/her personnel file, which pertain to evaluations.

## 2. Reproduction of personnel file

The employee shall have the right to reproduce at reasonable cost any of the contents of his/her file, which pertain to evaluations.

## 3. Complaints

Any complaints directed toward a teacher, which are placed in his/her personnel file, are to be promptly called to the teacher's attention in writing. The teacher shall have the right to respond in writing to any complaint placed in his/her personnel file, and such response shall become a part of said file.

## F. OTHER EVALUATIONS

This Article deals with but a single method of teacher evaluation, i.e. evaluation of classroom teaching performance, supplemental, and extra-duty assignments. Nothing in this Article is to be construed as precluding evaluation of teachers by any other means.

Any written evaluation which is made under this paragraph and which is placed in an employee's personnel file shall be subject to provisions of this Article regarding responses.

The grievance procedure time line will commence upon written notification of the intent that the employee be terminated or held on step. Members of the advisory panel shall not be permitted to provide evidence or information relating to the activities as a panel member.

## G. CAREER DEVELOPMENT PLAN

Every year, an employee will be required to participate in a Career Development Plan. The plan will support the growth of all teachers and relate to district and building goals. This plan may be an individual or group plan.

# ARTICLE 15

## Transfer Procedure

### A. DEFINITION

As used in this Article the term "transfer" shall be defined to mean the movement of an employee from one building to another.

### B. VOLUNTARY TRANSFERS

#### 1. Filing

Employees who desire a transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the building or buildings to which the employee desires to be transferred in order of preference.

## 2. Notification

During the summer months known existing full time openings for employees by subject area or grade level and locations that will be available for the following school year will be maintained in the office of the Superintendent, and a list of such openings shall be provided to the employee upon his/her request.

## 3. Criteria

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the instructional requirements of the school system. The determination as to what constitutes the instructional requirements of the school system shall not be subject to the grievance procedure as set out herein. No such request shall be denied arbitrarily, capriciously, or without basis in fact. If more than one employee has applied for the same position, the determination as to which employee shall receive it shall be made on the basis of certification and academic preparation.

## C. INVOLUNTARY TRANSFERS

### 1. Administrative Decision and Determination

The decision whether to make an involuntary transfer and the determination as to who shall be involuntarily transferred shall rest in the judgment of the Superintendent (or his designee) based upon the needs of the School District.

### 2. Use of Voluntary Requests

No position shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position.

### 3. Notice

The Superintendent (or his designee) shall give notice of vacancies as soon as practicable by posting such notice in the Superintendent's office. During the regular contract work year posting shall also be made in each attendance center. The failure to post notices shall not affect the validity of any transfer and shall not constitute grounds for any relief in any form, including but not limited to the Grievance Procedure herein.

When an involuntary transfer is anticipated, the employee to be transferred shall receive notification as soon as practicable.

### 4. Meeting prior to Transfer

An involuntary transfer shall be made only after a meeting between the employee involved and the Superintendent (or his designee) if such meeting is requested in writing by the employee.

At such meeting the certified employee shall be given written reasons for such involuntary transfer.

## ARTICLE 16

### Procedure for Staff Reduction

#### A. DETERMINATION

When in the judgment of the Board one or more employees are to be reduced or laid off, the procedure for staff reduction shall be as set out in this Article. The Board shall define the job position(s) and the department(s) in which reduction(s) is/are to be made.

#### B. COVERAGE

All employees are covered, including employees on extended leave of absence.

#### C. GRADE LEVEL AND DEPARTMENTAL CLASSIFICATIONS

1. Employees shall be classified in the following manner for purposes of staff reduction:

- |             |                           |
|-------------|---------------------------|
| a. K-5      | Elementary                |
| b. 6-8      | Middle School             |
| c. PK-5;6-8 | Special Education         |
| d. 6-8;9-12 | Special Education         |
| e. K-5;6-8  | Art                       |
| f. 6-8;9-12 | Art                       |
| g. K-5;6-8  | Physical Education/Health |
| h. 6-8;9-12 | Physical Education/Health |
| i. K-5;6-8  | Vocal Music               |
| j. 6-8;9-12 | Vocal Music               |
| k. K-5;6-8  | Instrumental Music        |
| l. 6-8;9-12 | Instrumental Music        |
| m. K-5;6-8  | Counseling                |
| n. 6-8;9-12 | Counseling                |
| o. K-5;6-8  | Librarian                 |
| p. 6-8;9-12 | Librarian                 |
| q. 9-12     | Language Arts             |
| r. 9-12     | Social Studies            |
| s. 9-12     | Mathematics               |
| t. 9-12     | Science                   |
| u. 9-12     | Foreign Language          |
| v. 6-12     | Home Economics            |
| w. 6-12     | Industrial Arts           |
| x. 9-12     | Agriculture               |
| y. K-5;6-8  | TAG                       |
| z. 6-8;9-12 | TAG                       |
| aa. 9-12    | Business Education        |
| bb. 9-12    | Trades & Industries       |
| cc. K-12    | Nurses                    |

2. Employees shall be classified based upon their teaching assignment during the school year in which staff reduction procedures are commenced.

3. An employee with a split department and/or grade level assignment shall be placed in that classification which has the largest portion of the total assignment, subject to the provisions of Section C (4) of this Article.

4. An employee whose assignment is distributed in two or more classifications in such a manner that the distribution is equal in two or more of the classifications shall be classified at the discretion of the superintendent, or superintendent's representative. Preference shall be given to placement in the classification where the person(s) has had the greatest amount of teaching experience in the district.

#### D. PROCEDURES

1. The superintendent shall first attempt to make all staff reductions through attrition. Attrition shall only be deemed to have occurred where the superintendent has received resignations in the classification in which reduction is sought prior to the issuance of the Notice of Intent to Terminate Contract.

2. In the event reduction in staff cannot be adequately accomplished by attrition, reductions shall be made based upon certification/endorsement and seniority in the classifications set forth in Section C (1) of this Article. Seniority shall mean the number of consecutive years of employment in the district, and shall accumulate from the date of the employee's signing of a continuing contract for at least .5 FTE. An authorized contractual extended leave of absence shall not be considered an interruption in employment. The employee initially selected for layoff shall be the "designee".

3. The designee shall then be pooled with all employees currently teaching in those areas of the designee's certification/endorsement in which the designee has taught for the Le Mars Community School District at any time during the past ten (10) years. This pooling shall be limited to the grade levels of the designee's classification.

4. The employee(s) to be laid off in the pool described in D (3) of this Article shall be determined on the basis of seniority with the least senior employee being laid off first.

5. The Superintendent (or representative) and the Association shall establish and maintain a seniority list of the employees covered by this agreement, which list shall be made available to the Association upon request. By January 1 of each year the Association shall provide the Superintendent (or representative) with a statement showing the certificate and endorsement areas for each employee. The Superintendent (or representative) shall cooperate in providing available information to assist in the preparation of such statement. At such time that any administrator or supervisor should become a district employee covered by this Agreement, then such administrator or supervisor shall have their current accumulated seniority transferred intact to the seniority list which is established by the Superintendent for employees covered by this Agreement, and their placement on the salary schedule shall be consistent with the administrator's or supervisor's educational training level, years of service in this district, and credit for experience as provided herein.

#### E. NOTICE

The administration shall provide written notice to each employee who may possibly be affected by reduction no later than April 30 proceeding each school year. Such notice shall include specific written reasons for reduction of staff.

## F. RECALL RIGHTS

An employee shall be entitled to exercise his/her recall rights on the first workday following the date of the final action by the Board to terminate his/her employment. Any employee laid off pursuant to this Article shall retain recall rights to any comparable (i.e. full-time to full-time, part-time to part-time) position within the classification area occupied prior to layoff for which he/she is certified or to another area of the employee's certification /endorsement in which the employee has taught for the district at any time during the past ten (10) years, provided that the grade level classification is the same as that which the employee occupied prior to layoff for two (2) years from the effective date of his/her layoff. The employee shall be offered employment in such professional categories in inverse order of the layoff. Where the effective date of layoff is the same among two or more employees, selection of the employee to be offered employment shall be made by the Superintendent. The effective date of layoff shall be the first weekday following the last day of the work year during which the Board terminated the certificated employee's contract. An employee's failure to respond affirmatively within seven (7) calendar days after receipt of the Board's letter sent by certified mail to the employee's address on file in the office of the Superintendent shall result in the termination of the employee's right of recall hereafter.

Any employee who resigns upon request for reasons of staff reduction shall be accorded the recall rights provided by this Article unless specifically waived in writing.

## G. BENEFITS

Any teacher re-employed by exercising his/her recall rights shall be given full credit for any teaching experience obtained through other employment during the interim period.

## ARTICLE 17 Health Provisions

Each employee shall obtain, at the beginning of his/her service a written medical report of a physical examination by the licensed physician who has performed said examination. This examination shall be filed in the Superintendent's office. Each employee shall pay the full amount of the cost

## ARTICLE 18 Safety Provisions

### A. PROTECTIVE DEVICES

Such special clothing, equipment, and devices as are required by law shall be provided to the employee at the Board's expense.

### B. REPORTING ASSAULTS

Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor and to the police.

### C. BOMB THREATS

No employee shall be required to search for a bomb.

ARTICLE 19  
In-Service

There shall be an In-Service Committee consisting of the Superintendent, or his designee, three other members of the Administration, and three bargaining members appointed by the Association. This committee shall have the authority to make decisions about content and delivery of all in-service programs within the district, which take place on the days, designated as in-service days on the official school calendar. Majority vote is required for implementation. Planning for all in-service shall be completed prior to its implementation. In-service training shall take place during the regular school day.

ARTICLE 20  
Duration and Signature

A. DURATION

This agreement shall be effective July 1, 2007, and shall continue in effect until June 30, 2008.

B. SIGNATURE CLAUSE

In witness whereof the parties have caused this agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed there, all on the 23<sup>RD</sup> day of APRIL, 2007.

LEMARS COMMUNITY  
EDUCATION ASSOCIATION

BY Craig Hamrick  
Craig Hamrick, Chief Negotiator

BY Dana Drost  
Dana Drost, President

LEMARS COMMUNITY SCHOOL  
DISTRICT, BOARD OF EDUCATION

BY Leon E. Scott  
Dr. Leon Scott, President

BY Rick Kentfield  
Rick Kentfield, Chief Negotiator



SCHEDULE "A"  
(Dues Deduction Authorization Form)

AUTHORIZATION FOR PAYROLL DEDUCTION  
FOR CONTINUING PROFESSIONAL DUES

I hereby authorize and direct the Le Mars Community School District to deduct annually the prevailing dues in ten (10) installments in payment of professional dues to the Le Mars Community Education Association (LCEA). Said deductions shall begin September 1 each year and shall be remitted monthly to the LCEA. In the event my employment is terminated prior to June, I authorize the School District to deduct the unpaid balance of professional dues to the LCEA and forward same to the LCEA. This authorization is good, unless cancelled in writing, and is good for any changes in dues that may be authorized by the LCEA.

\_\_\_\_\_  
(Employee's Signature)

\_\_\_\_\_  
School

\_\_\_\_\_  
Date

\_\_\_\_\_ Total Dues

# SCHEDULE "B"

## GRIEVANCE REPORT

Grievance# \_\_\_\_\_

\_\_\_\_\_  
Date Filed

Le Mars Community School District

\_\_\_\_\_ Building

\_\_\_\_\_  
Name of Grievant

\*\*\*\*\*  
\*\*\*\*\*

### FIRST STEP

A. Date Alleged Violation Occurred \_\_\_\_\_

B. Section (s) of Contract Alleged to Violate \_\_\_\_\_

C. Statement of Grievance \_\_\_\_\_

D. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\*\*\*\*\*  
\*\*\*\*\*

DISPOSITION BY PRINCIPAL  
OR IMMEDIATE SUPERVISOR

---



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Signature of Principal or  
Immediate Supervisor

Date

\*\*\*\*\*  
\*\*\*\*\*

SECOND STEP

A. \_\_\_\_\_  
Signature of Grievant Date Received by Superintendent

B. DISPOSITION BY SUPERINTENDENT OR DESIGNEE

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\_\_\_\_\_  
Signature of Superintendent or Designee

\_\_\_\_\_  
Date

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THIRD STEP

A. \_\_\_\_\_  
Signature of Grievant Signature of Association Pres

B. \_\_\_\_\_  
Date Submitted to Superintendent Date Rec'd by Superintendent

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NOTE: All provisions of Article 6 of the Agreement shall be strictly observed in the settlement of grievances.

SCHEDULE "C"  
TEACHER SALARY SCHEDULE  
2007-2008  
TRAINING CLASSIFICATION

Step	I B. A.	II B.A.+15	III B.A.+30	IV M.A.	V M.A.+15	VI Step M.A.+30	
0	29,510 1.00	30,986 1.05	32,461 1.10	33,937 1.15	35,412 1.20	36,888 1.25	0
1	30,690 1.04	32,166 1.09	33,641 1.14	35,117 1.19	36,592 1.24	38,068 1.29	1
2	31,871 1.08	33,346 1.13	34,822 1.18	36,297 1.23	37,773 1.28	39,248 1.33	2
3	33,051 1.12	34,527 1.17	36,002 1.22	37,478 1.27	38,953 1.32	40,429 1.37	3
4	34,232 1.16	35,707 1.21	37,183 1.26	38,658 1.31	40,134 1.36	41,609 1.41	4
5	35,412 1.20	36,888 1.25	38,363 1.30	39,839 1.35	41,314 1.40	42,790 1.45	5
6	36,592 1.24	38,068 1.29	39,543 1.34	41,019 1.39	42,494 1.44	43,970 1.49	6
7	37,773 1.28	39,248 1.33	40,724 1.38	42,199 1.43	43,675 1.48	45,150 1.53	7
8	38,953 1.32	40,429 1.37	41,904 1.42	43,380 1.47	44,855 1.52	46,331 1.57	8
9	40,134 1.36	41,609 1.41	43,085 1.46	44,560 1.51	46,036 1.56	47,511 1.61	9
10	41,314 1.40	42,790 1.45	44,265 1.50	45,741 1.55	47,216 1.60	48,692 1.65	10
11	42,494 1.44	43,970 1.49	45,445 1.54	46,921 1.59	48,396 1.64	49,872 1.69	11
12		45,150 1.53	46,626 1.58	48,101 1.63	49,577 1.68	51,052 1.73	12
13			47,806 1.62	49,282 1.67	50,757 1.72	52,233 1.77	13
14				50,462 1.71	51,938 1.76	53,413 1.81	14
15					53,118 1.80	54,594 1.85	15
16						55,774 1.89	16
17						56,364 1.91	17*

The BA Base was increased by \$800.00 from \$28,710 to \$29,519

\*Career Increment of 2% of Base after Step 16 of Lane MA+30 shall be paid to eligible employees.

## PHASE I

1. Phase I funds not used in step 1 or 2 above will be added to the BA Base and administered under the same contract language as Phase II.
2. If the legislation regarding Phase I is amended or if the funding formula or monies appropriated for Phase I are changed, then these provisions regarding Phase I shall no longer be applicable and shall be deleted from the contract.

## PHASE II

Phase II monies will be fully expended in the salary schedule with provision that any reduction in Phase II receipts from anticipated receipts would be automatically reduced dollar for dollar.

If the amended finance formula that replaces the current school finance formula produces an amount less than the total of:

- (1) the Phase II funds,
- (2) the formula funds from the previous year, and
- (3) the minimum state growth for the year at issue applied to the previous year,

then the total base salary shall automatically be reduced on a dollar for dollar basis to reflect the dollars not received.

SCHEDULE "D"  
Indexed Schedule for Supplemental Pay Services

SERVICE	INDEX 02-03
<b>BASKETBALL</b>	0-2 3-5 6-ON
Head	15-16-17
Assistant	10-11-12
9th	9-10
8th Head	7-8
8th Assistant	6-7
7th Head	6-7
7th Assistant	6
<b>FOOTBALL</b>	
Head	15-16-17
Assistant	10-11-12
Jr. Varsity Head	9-10
Jr. Varsity Assistant	8-9
9th Head	8-9
9th Assistant	7-8
8th Head	7-8
8th Assistant	6-7
7th Head	6-7
7th Assistant	6
<b>WRESTLING</b>	
Head	15-16-17
Assistant	10-11-12
9th	9-10
M.S. Head	7-8
M.S. Assistant	6-7
M.S. Assistant	6-7
<b>TRACK</b>	
Head	13-14-15
Assistant	9-10-11
M.S. Head	7-8
M.S. Assistant	6-7
<b>VOLLEYBALL</b>	
Head	15-16-17
Assistant	10-11-12
9th Head	9-10
8th. Head	7-8
8th Assistant	6-7
7th Head	6-7
7th Assistant	6
<b>GOLF</b>	
Head	11-12-13
<b>CROSS COUNTRY</b>	
Head	11-12-13
<b>TENNIS</b>	
Head	11-12-13
Assistant	7-8
<b>BASEBALL</b>	
Head	15-16-17
Assistant	10-11-12
Ninth	9-10

**SOFTBALL**

Head	15-16-17
Assistant	10-11-12
Ninth	9-10

**WEIGHT TRAINING SUPERVISOR**

Head	15-16-17
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**CHEERLEADERS**

Football	6-7-8
Basketball	6-7-8
Wrestling	6-7-8
Ass't. Freshman/JV	5-6

**MUSIC**

Band Head With Jazz Band	15-16-17
Band Assistant	10-11
M.S. Band Head With Jazz Band	10-11
Vocal Head With Swing Choir	15-16-17
M.S. Vocal Head	8-9
Orchestra With Strolling Strings	15-16-17

**DRAMA**

Head	11-12-13
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**SPEECH**

Large Group	6-7-8
Large Group Assistant	4-5
Individual	6-7-8
H.S. Assistant	5-6
M.S.	4

**DEBATE**

Head	11-12-13
Assistant	5-6

**SCHOOL ANNUAL**

H.S.	6-7-8
M.S.	3-4

**DRILL TEAM**

Head	6-7-8
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**BOWLING TEAM**

Head	7-8
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ADULT EDUCATION DIRECTOR 7.32%

AUDIO-VISUAL DIRECTOR 3.65%

SUMMER DRIVER'S EDUCATION INSTRUCTOR .077% of the  
base per hour

1. All percentages are indexes of the B.A. base \$29,510 for 2007-08.
2. Placement of incoming staff members on the supplemental schedule shall be left to the discretion of the administration.
3. Experience credit may not be transferred from one service area to another, for example, from football to basketball.
4. Except for movement forward to the varsity head position, experience credit may be carried forward or backward within a service area.

SCHEDULE "E"  
NURSES SALARY SCHEDULE

Step	<u>Salary 2007-08</u>
1	23,128
2	23,728
3	24,328
4	24,928
5	25,528
6	26,128
7	26,728
8	27,327
9	27,928
10	28,528
11	29,128

In years following 1992-93, the base salary (Step 1) of the Nurses Salary Schedule shall be adjusted by the same percentage as the percentage adjustment in the BA Base of the Teachers Salary Schedule and the vertical increments shall remain the same (\$600).



## SCHEDULE "F"

## LE MARS COMMUNITY SCHOOL DISTRICT

## INTENTION TO CHANGE CLASSIFICATION

In order to change classification on the salary schedule, all teachers are to file in the Superintendent's Office, a request for such change. This request form must be filed on or before the first Friday in May for Board action on his/her request. If such request is granted, the teacher will be required to file, no later than October 1 of the same year, an official transcript of credits. These credits will be reviewed by the Superintendent before presenting them to the Board of Education for acceptance.

I will qualify for a salary classification change as follows:

\_\_\_\_\_  
New Classification

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date